

## MEMORANDUM OF UNDERSTANDING

Among

BUREAU OF LAND MANAGEMENT  
NATIONAL PARK SERVICE  
U.S. FISH AND WILDLIFE SERVICE

And

The Outdoors Alliance for Kids

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into, by, and among the Department of the Interior (Bureau of Land Management, the National Park Service, the U.S. Fish and Wildlife Service) and XXXX, hereinafter referred to as the "agencies", and the Outdoors Alliance for Kids, hereinafter referred to as OAK, an alliance of non-profit and for-profit organizations that promotes outdoor opportunities for children, youth and families.

### PURPOSE

The purpose of this MOU is to establish a framework for cooperation among the agencies and OAK to increase opportunities for children, youth and families to learn about, recreate and explore the natural world on our public lands and waters. This MOU will help facilitate coordinated development of programs aimed at engaging children and youth through outdoor recreation activities, service, work, and education. This MOU will provide a foundation for the agencies and OAK to work together on issues of common interest and upon which the agencies and OAK can jointly plan and carry out mutually beneficial programs, projects, and activities.

### AUTHORITIES

The agencies are authorized to enter into this MOU under the following statutes:

- National Wildlife Refuge System Administration Act, as amended

### STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The agencies have been entrusted with the care of the Federal lands, shores and waterways of the United States, and charged with the duty to manage, maintain, and protect such resources in accordance with the present and future public good. Further, the agencies provide numerous programs and facilities for kids and families to enjoy the outdoors across the country, many of which are near urban centers.

The Outdoors Alliance for Kids (OAK) is a national strategic partnership of organizations from diverse sectors with the common interest in expanding the number and quality of opportunities for children, youth and families to connect with the outdoors. OAK was formed in 2010 to promote the well-being of current and future generations of Americans, the health of our planet, communities and economy, and to build personal and life-long relationships with nature and the

outdoors. In pursuit of these goals, OAK does the following:

- **Environmental Education:** OAK supports initiatives that provide children and youth with opportunities to learn about — and in — the great outdoors. These initiatives provide experiences that are both in-school and out-of school experiential learning, are hands-on, and ultimately improve both academic skills and the practical skills, and create a well-rounded education that all kids need to thrive.
- **Community Health and Wellness:** OAK supports initiatives and infrastructure that increase access and opportunity to engage in healthy, safe, and affordable outdoor places, networks and programs. By helping children and their families play and learn through outdoor recreation, we can ultimately improve the health of individuals and the broader community.
- **Environmental Stewardship:** OAK supports initiatives and funding that provide young people with jobs, training, service, and volunteer opportunities that connect them to the outdoors and recreational opportunities. These initiatives will help youth assume responsibility for the stewardship and preservation of America's great outdoors and the healthy development of the next generation.

The parties to this MOU have responsibilities and interests in facilitating use of DOI lands and related waters by minimizing barriers to access, with the long-term goals of providing recreation and learning opportunities, improving the nation's health and wellness, and building deep and lasting relationships between Americans and their Federal lands and waters.

The parties have an interest in promoting safety awareness regarding activities on or near Federal lands and waterways while acknowledging that it is the responsibility of each individual to understand and accept risks associated with such activities.

The parties have an interest in coordinating related programs within and among Federal agencies in order to provide effective pathways for engaged youth to grow in their use and enjoyment of public lands and to build a diverse and committed future work force.

The parties agree that it is to their mutual benefit to work cooperatively whenever possible on issues of common interest consistent with the agency resource management objectives and plans.

#### RESPONSIBILITIES OF THE PARTIES:

OAK will:

Serve as a convener, bringing together organizations interested in children in nature issues, policies and programs, and provide a pathway for federal agencies to connect to these organizations.

Advise the agencies of opportunities to participate in outdoor recreation and education programs and events, such as Great Outdoors America Week....

Facilitate the expansion of opportunities of outdoor educational activities and collaborate, where appropriate, with the agencies at the Regional, State and local levels to develop jointly supported programs that improve access to public lands and waters and create meaningful outdoor experiences for children and families.

Disseminate information received from the agencies about youth engagement, employment, and education to engage youth with the outdoors.

Designate and convene an MOU Implementation Team consisting of OAK and agency representatives that will jointly develop and oversee the implementation of the action plan described in Paragraph XXX of this agreement. The MOU Implementation Team will meet no less than two times per year to plan and monitor projects undertaken pursuant to this MOU.

The agencies will:

Provide publicly available information to OAK on conservation and management issues, and program initiatives pertaining to agency administered lands and waterways.

Advise OAK of opportunities to participate in outdoor recreation and education programs and events, such as National Parks Week, National Wildlife Refuge Week, National Public Lands Day and Great Outdoors Month.....

Facilitate the expansion of opportunities of outdoor educational activities and collaborate, where appropriate, with OAK at the Regional, State and local levels to develop jointly supported programs that improve access to public lands and waters and create meaningful outdoor experiences for children and families.

Provide information to OAK about youth engagement, employment, and education to engage youth with the outdoors.

Promote the partnership through agency communications to employees and partners and recognizing successful projects at the regional, state and local levels.

Designate representatives to participate in the MOU Implementation Team that will jointly develop and oversee the implementation of the action plan described in Paragraph XXX of this agreement. The MOU Implementation Team will meet no less than two times per year to plan and monitor projects undertaken pursuant to this MOU.

## PARTNERSHIP ACTION PLAN

Within 180 days of the final signature on this MOU, the agencies and OAK will prepare a

long-term action plan that describes specific and measurable collaborative programs and events that contribute to our overall objectives. In developing this action plan, the agencies and OAK will consider programs that engage multiple sectors in pursuit of the goals of:

- Expanding recreation partnerships in major cities to create new outdoor play opportunities for millions of young people;
- Providing new or enhanced educational programs for grades K-12;
- Expanding service and volunteer programs to build a nation-wide network in support of the MOU;
- Providing youth employment and training programs that meet mutual objectives through public/private partnerships; and
- Implementing the National Prevention Strategy for improving health and well-being developed by the National Prevention Council.

IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

Any information furnished to the Federal parties under this instrument may be subject to the Freedom of Information Act, 5 U.S.C. § 552 *et seq.*

Nothing in this agreement may be construed to obligate the Federal parties or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the parties to expend, exchange, or reimburse funds, services, or supplies or transfer or receive anything of value on any particular project or purpose, even if funds are available. Subject to the availability of funding, each party intends to assume responsibility for its respective costs arising from any activity related to this Memorandum of Understanding, including cost of transportation, lodging, board, and salary of personnel involved.

Any endeavor involving reimbursement or contribution of funds between the parties to the MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors, if any, will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. While this MOU does not provide such specific authority, all such agreements may reference this MOU. This MOU does not establish authority for the noncompetitive award of any contract or other agreement.

This MOU in no way restricts the Federal parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

Nothing in this MOU shall be construed as creating any right or benefit, substantive or procedural, enforceable at law, or of affording any preferential treatment, exclusive rights, or privileges, to any party.

The agencies and OAK will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the Federal parties,

or the name or title of any employee of the Federal parties in connection with this agreement.

Nothing in this agreement may be interpreted to imply that the United States of America or the Federal parties endorse any product, service, or policy of OAK. The OAK will not take any action or make any statement that suggests or implies such an endorsement. Nothing in this agreement is intended to diminish, modify, or otherwise affect the statutory or regulatory authorities of the signatory agencies.

The use, reproduction, copying, or redistribution of another party's brands, trademarks, and logo is strictly prohibited without written permission from that party.

Each party's brands, trademarks, and logos may not be used in any manner that expresses or might imply another party's affiliation, sponsorship, endorsement, certification, or approval, other than as contemplated by this agreement.

All activities pursuant to this MOU are subject to, and will be carried out in compliance with, all applicable laws, regulations, and other legal requirements.

If the agencies agree to undertake joint projects with defined specific projects and goals, they will develop a separate written agreement for each project setting out each party's contribution, deliverables, and responsibilities.

This MOU is strictly for internal management purposes for each of the parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the agencies. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

This MOU will remain in effect until terminated by one of the parties. This MOU may be modified in writing with agreement of all parties. This MOU may be terminated in writing by any party.

#### **RESPONSIBLE PARTIES:**

The key officials for this MOU are: